

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND

DIANA BURKINDINE

Plaintiff,

**JURY TRIAL**

V.

CIVIL ACTION NO

CHESAPEAKE CREDIT, INC.

Defendant.

JUNE 25, 2008

COMPLAINT

1. Plaintiff seeks relief pursuant to the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692; Md. Ann. Code Commercial Law Maryland Consumer Debt Collection Act. § 14-204 et seq. ("MCDCA"); and the Md. Ann. Code Commercial Law Consumer Practices Act § 13-301 et seq.
2. The Court's jurisdiction is conferred by 15 U.S.C.1692k and 28 U.S.C. 1331 and 1367.
3. Plaintiff is a natural person who resides at 5 Bowman Road, Churchville, MD.
4. Plaintiff is a consumer within the FDCPA.
5. Defendant is a Maryland Corporation with a place of business at 4920 Niagara Road, College Park, MD and is a debt collector within the FDCPA.

6. Defendant communicated with plaintiff or others on or after one year before the date of this action, in connection with collection efforts with regard to plaintiff's disputed personal debt.

7. The Defendant contacted the Plaintiff by letter on or about March 11, 2008 and advised her that unless she notified their office within thirty (30) days after she received the letter (Exhibit A) that you dispute the validity of this debt or any portion thereof, they would assume the debt is valid.

8. On or about April 29, 2008, the plaintiff contacted the defendant and spoke to a Kalmina, a collection agent working for the defendant.

9. The plaintiff advised the defendant that she wanted to dispute the debt. The defendant advised the plaintiff that she could not orally dispute this debt.

10. The defendant advised the plaintiff that she could not dispute this debt with the defendant.

11. The defendant advised the plaintiff that it does not accept disputes. That the plaintiff was required to dispute this debt with the creditor, US Capital Assoc LLC.

12. The plaintiff states that this bill was for automobile insurance that she never used and cancelled prior to its effective date.

13. Defendant violated the FDCPA by not accepting an oral dispute.

14. Defendant violated the FDCPA by not accepting written or oral disputes.

15. Defendant violated the FDCPA by misrepresenting the procedure required to dispute the debt in their letter dated March 11, 2008 (Exhibit A).

16. Defendant violated the FDCPA by making false and deceptive statements in their letter dated March 11, 2008 (Exhibit A).

17. Defendant violated the FDCPA by misrepresenting the procedure required by the required notice given pursuant to 15 U.S.C. §1692 e (11).

18. Defendant also attempted to collect an amount by making a false representation about the amount, character or legal status of the debt.

19. Defendant failed to provide the plaintiff, notice pursuant to 15 U.S.C. §1692e (11).

20. In the collection efforts, the defendant violated the FDCPA, inter alia; section 1692 e, f, and G.

## SECOND COUNT

21. The allegations of the First Count are repeated and realleged as if fully set forth herein.

22. Within three years prior to the date of this action Defendant has engaged in acts and practices as to plaintiff in violation of the Md. Ann. Code Commercial

Law Maryland Consumer Debt Collection Act § 14-204 et seq. (“MCDCA”).

23. Defendant has committed unfair or deceptive acts or practices within the meaning of the Md. Ann. Code Commercial Law Consumer Practices Act § 13-301 et seq.

WHEREFORE plaintiff respectfully requests this Court to:

1. Award plaintiff such damages as are permitted by law, including \$1,000 statutory damages for each communication against the defendant;
2. Award the plaintiff costs of suit and a reasonable attorney's fee;
3. Award declaratory and injunctive relief, and such other and further relief as law may provide

THE PLAINTIFF

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